

1 CONTRACTOR'S application, and any amendments thereto as may be approved by the
2 City, are incorporated herein by reference; and

3 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
4 conditions in this Agreement, the City and the CONTRACTOR agree as follows:

5 1. PROGRAM. The City agrees to provide funding to the
6 CONTRACTOR for the development and implementation of the Health Equity Community
7 Project: COVID-19 Education and Vaccination Outreach as set forth in Exhibit "A" attached
8 hereto and incorporated by this reference.

9 2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that
10 the City's total contribution for the CONTRACTOR's approved Program shall not exceed
11 One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

12 3. FUNDING AMOUNT, INVOICING, AND METHOD OF PAYMENT.
13 Funding shall be expended by CONTRACTOR for authorized eligible expenditures in
14 accordance with the Program budget, delineated in Exhibit "B," attached hereto and
15 incorporated by this reference, and the Scope of Work as set for in Exhibit "A." City shall
16 pay CONTRACTOR in due course following receipt from CONTRACTOR and approval by
17 City of invoices showing progress toward milestones, deliverables and services or tasks
18 performed, the name of the Program, and the City number assigned to this Agreement.
19 CONTRACTOR shall certify on the invoices that CONTRACTOR has performed the
20 services in full conformance with this Agreement and is entitled to receive payment.

21 4. AGREEMENT TERM. The term of this Agreement shall commence
22 on January 1, 2023 ("Commencement Date") and, subject to the termination provisions of
23 paragraph 8, end on the earlier of December 31, 2023 , or the final disbursement of the
24 full funding amount and completion of any required close out activities and reports (the
25 "Term"). CONTRACTOR shall not begin work until the Agreement term has commenced
26 and until CONTRACTOR'S evidence of insurance has been delivered to and approved by
27 City. The Term is subject to the termination provisions of this Agreement. In performance
28 of the Program, all expenditures must be incurred by CONTRACTOR, and all services must

1 be provided by CONTRACTOR within the Term. City will not be obligated to reimburse
2 expenses incurred after the Agreement term, and CONTRACTOR will be obligated to repay
3 City for any funds received but not expended within the Term.

4 5. CDC GRANT AWARD TERMS AND CONDITIONS. In addition to the
5 award terms and conditions contained in the CDC Grant and the CDC Grant's Notice of
6 Funding Opportunity number CDC-RFA-OT21-2103 provided to Contractor and
7 incorporated herein by reference, CONTRACTOR must comply when applicable to
8 CONTRACTOR with the CDC General Terms and Conditions for Non-research awards
9 found at [https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-](https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf)
10 [Research-Awards.pdf](https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf) outlining the federal regulations and policies, funding restrictions
11 and limitations, and general grant requirements. These compliance obligations are
12 incorporated by reference herein as though fully set forth, including but not limited to, the
13 required disclosures for Federal Awardee Performance and Integrity Information System
14 (FAPIIS) as follows:

15 Consistent with 45 CFR 75.113, CONTRACTOR must disclose in a timely manner,
16 in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all
17 information related to violations of federal criminal law involving fraud, bribery, or
18 gratuity violations potentially affecting the federal award. Disclosures must be sent
19 in writing to the CDC and to the HHS OIG at the following address:

20 U.S. Department of Health and Human Services

21 Office of the Inspector General

22 ATTN: Mandatory Grant Disclosures, Intake Coordinator

23 330 Independence Avenue, SW

24 Cohen Building, Room 5527

25 Washington, DC 20201

26 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in
27 subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

28

1 6. AUDIT AND RECORD REQUIREMENTS. City shall have the right at
2 all reasonable times during the term of this Agreement and for a period of five (5) years
3 after termination or expiration of this Agreement to examine, audit, inspect, review, extract
4 information from and copy all books, records, accounts and other documents of
5 CONTRACTOR relating to this Agreement. The CONTRACTOR shall follow all generally
6 accepted accounting procedures and practices and shall maintain books, records,
7 documents, and other evidence which sufficiently and properly account for the expenditure
8 of funds. The books, records and documents shall be subject at all reasonable times to
9 inspection, reviews, or audits by the City in order that the Program, management, and fiscal
10 policies of the CONTRACTOR may be evaluated to assure the proper and effective
11 expenditure of public funds and to ensure City's ability to comply with the CDC Grant's
12 Single Audit Requirements in accordance with 45 CFR Part 45.

13 7. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its
14 performance reporting with City's representative, Aaliyah Hayes, 2525 Grand Ave, RM 235|
15 Long Beach, CA 90815, Aaliyah.Hayes@longbeach.gov. CONTRACTOR shall provide
16 any reports requested by City regarding performance of the Agreement in the form
17 requested by City and shall be provided in a timely manner as requested by City and as
18 outlined in Exhibit "A."

19 8. TERMINATION. The City may, in its sole discretion, terminate this
20 Agreement for convenience or otherwise, without recourse, liability or penalty against City,
21 upon written notice to CONTRACTOR. Additionally:

22 A. In the event CONTRACTOR fails to perform or comply with an
23 obligation or a term, condition or provision of this Agreement, the City may notify the
24 CONTRACTOR in writing of the delay or nonperformance, and if not cured in five
25 (5) working days, the City may terminate this Agreement in its entirety, or any part
26 thereof, or the City may, upon written notice to CONTRACTOR, terminate this
27 Agreement for cause, without further notice or opportunity to cure. Such notification
28 will state the effective date of termination, and if no effective date is specified, the

1 effective date will be the date of the notification.

2 B. City and CONTRACTOR may mutually agree to terminate this
3 Agreement. City in its sole discretion will determine if, as part of the agreed
4 termination, CONTRACTOR is required to return any or all the disbursed funds.

5 C. Termination is not an exclusive remedy but will be in addition
6 to any other rights and remedies provided in equity, by law, or under this Agreement.
7 Following termination by City, CONTRACTOR shall continue to be obligated to City
8 for the return of funds in accordance with applicable provisions of this Agreement.
9 In the event of termination under this section, City's obligation to reimburse
10 CONTRACTOR is limited to allowable costs incurred and paid by the
11 CONTRACTOR prior to the effective date of termination, and any allowable costs
12 determined by City in its sole discretion to be reasonable and necessary to cost-
13 effectively wind up the Agreement. Termination of this Agreement for any reason
14 or expiration of this Agreement shall not release the parties from any liability or
15 obligation set forth in this Agreement that is expressly stated to survive any such
16 termination or expiration.

17 D. Notwithstanding any expiration or termination of this
18 Agreement, the rights and obligations pertaining to the funding, cooperation and
19 provision of additional information, return of funds, audit rights, records retention,
20 public information, and any other provision implying survivability shall remain in
21 effect after the expiration or termination of this Agreement.

22 E. In the event of termination under this Section, City shall pay
23 CONTRACTOR for services satisfactorily performed and costs incurred up to the
24 effective date of termination for which CONTRACTOR has not been previously
25 paid. The procedures for payment in paragraph 3 with regard to invoices shall
26 apply. Within five (5) working days of the effective date of termination and as a
27 condition for City's final payment to CONTRACTOR, CONTRACTOR shall deliver
28 to City all Data developed or accumulated in the performance of this Agreement,

1 whether in draft or final form, or in process.

2 9. RECAPTURE OF FUNDS AND AUTHORITY TO WITHHOLD
3 MONEY DUE. The discretionary right of City to terminate this Agreement for convenience
4 notwithstanding, City shall have the right to terminate the Agreement and to recapture, and
5 be reimbursed for any payments made by City: (i) that are not allowed under applicable
6 laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement,
7 including any unapproved expenditures. The City may also withhold such amounts due or
8 to become payable under this Agreement to the CONTRACTOR as may be necessary to
9 protect the City against liability or to satisfy the obligations of the CONTRACTOR to the
10 CITY.

11 10. CONFLICT OF INTEREST SAFEGUARDS. The CONTRACTOR will
12 establish safeguards to prohibit its employees from using their positions for a purpose that
13 constitutes or presents the appearance of personal or organizational conflict of interest or
14 personal gain, whether for themselves or others, particularly those with whom they have
15 family, business, or other ties. The CONTRACTOR will operate with complete
16 independence and objectivity without actual, potential, or apparent conflict of interest with
17 respect to its performance under this Agreement.

18 11. FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands
19 that City does not tolerate any type of fraud, waste, or misuse of funds. City's policy is to
20 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities
21 and providing guidelines to enforce controls. Any violations of law or standards of ethical
22 conduct will be investigated, and appropriate actions will be taken. The CONTRACTOR
23 understands and agrees that misuse of award funds may result in a range of penalties,
24 including suspension of current and future funds, suspension or debarment from federal,
25 state, and City grants, recoupment of monies provided under an award, and civil and/or
26 criminal penalties.

27 12. SEVERABILITY. If any provisions of this Agreement are rendered or
28 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be

1 modified or deleted in such manner so as to afford the party for whose benefit it was
2 intended the fullest benefit commensurate with making this Agreement, as modified,
3 enforceable, and the remainder of this Agreement and the application of such provision to
4 other persons or circumstances shall not be affected thereby, but shall be enforced to the
5 greatest extent permitted by applicable law.

6 13. AMBIGUITIES. To the extent the terms and conditions of this
7 Agreement do not address a particular circumstance or are otherwise unclear or
8 ambiguous, such terms and conditions are to be construed consistent with the general
9 objectives, expectations and purposes of this Agreement and in all cases, according to its
10 fair meaning. The parties acknowledge that each party and its counsel have reviewed this
11 Agreement and that any rule of construction to the effect that any ambiguities are to be
12 resolved against the drafting party shall not be employed in the interpretation of this
13 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed
14 in such a manner as to accomplish the purpose of the Agreement.

15 14. INDEPENDENT CONTRACTOR. In performing its services,
16 CONTRACTOR is and shall act as an independent contractor and not an employee,
17 representative or agent of City. CONTRACTOR shall have control of CONTRACTOR'S
18 work and the manner in which it is performed. CONTRACTOR shall be free to contract for
19 similar services to be performed for others during this Agreement. CONTRACTOR
20 acknowledges and agrees that (a) City will not withhold taxes of any kind from
21 CONTRACTOR'S compensation; (b) City will not secure workers' compensation or pay
22 unemployment insurance to, for or on CONTRACTOR'S behalf; and (c) City will not provide
23 and CONTRACTOR is not entitled to any of the usual and customary rights, benefits or
24 privileges of City employees. CONTRACTOR expressly warrants that neither
25 CONTRACTOR nor any of CONTRACTOR'S employees or agents shall represent
26 themselves to be employees or agents of City.

27 15. INSURANCE.
28 A. As a condition precedent to the effectiveness of this

1 Agreement, CONTRACTOR shall procure and maintain, at CONTRACTOR's
2 expense for the duration of this Agreement, from insurance companies that are
3 admitted to write insurance in California and have ratings of or equivalent to A:V by
4 A.M. Best Company or from authorized non-admitted insurance companies subject
5 to Section 1763 of the California Insurance Code and that have ratings of or
6 equivalent to A:VIII by A.M. Best Company, the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to
8 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
9 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
10 coverage shall include but not be limited to broad form contractual liability,
11 cross liability, independent contractors liability, and products and completed
12 operations liability. City, its boards and commissions, and their officials,
13 employees and agents shall be named as additional insureds by
14 endorsement (on City's endorsement form or on an endorsement equivalent
15 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
16 shall contain no special limitations on the scope of protection given to City,
17 its boards and commissions, and their officials, employees and agents. This
18 policy shall be endorsed to state that the insurer waives its right of
19 subrogation against City, its boards and commissions, and their officials,
20 employees and agents.

21 (b) Workers' Compensation insurance as required by the California
22 Labor Code and employer's liability insurance in an amount not less than
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives
24 its right of subrogation against City, its boards and commissions, and their
25 officials, employees and agents.

26 (c) Professional liability or errors and omissions insurance in an
27 amount not less than \$1,000,000 per claim and in aggregate covering the
28 services provided pursuant to this Agreement.

1 (d) Commercial automobile liability insurance (equivalent in scope
2 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
3 amount not less than \$500,000 combined single limit per accident.

4 (e) Electronic data processing liability and cyberspace/online
5 liability in an amount not less than One Million Dollars (\$1,000,000) per
6 claim covering the services provided pursuant to this Agreement.

7 B. Any self-insurance program, self-insured retention, or
8 deductible must be separately approved in writing by City's Risk Manager or
9 designee and shall protect City, its officials, employees and agents in the same
10 manner and to the same extent as they would have been protected had the policy
11 or policies not contained retention or deductible provisions.

12 C. Each insurance policy shall be endorsed to state that coverage
13 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
14 written notice to City, shall be primary and not contributing to any other insurance
15 or self-insurance maintained by City, and shall be endorsed to state that coverage
16 maintained by City shall be excess to and shall not contribute to insurance or self-
17 insurance maintained by CONTRACTOR. CONTRACTOR shall notify City in writing
18 within five (5) days after any insurance has been voided by the insurer or cancelled
19 by the insured.

20 D. If this coverage is written on a "claims made" basis, it must
21 provide for an extended reporting period of not less than one hundred eighty (180)
22 days, commencing on the date this Agreement expires or is terminated, unless
23 CONTRACTOR guarantees that CONTRACTOR will provide to City evidence of
24 uninterrupted, continuing coverage for a period of not less than three (3) years,
25 commencing on the date this Agreement expires or is terminated.

26 E. CONTRACTOR shall require that all sub-contractors used by
27 CONTRACTOR in the performance of these services maintain insurance in
28 compliance with this Section unless otherwise agreed in writing by City's Risk

1 Manager or designee.

2 F. Prior to the start of performance, CONTRACTOR shall deliver
3 to City certificates of insurance and the endorsements for approval as to sufficiency
4 and form. In addition, CONTRACTOR shall, within thirty (30) days prior to expiration
5 of the insurance, furnish to City certificates of insurance and endorsements
6 evidencing renewal of the insurance. City reserves the right to require complete
7 certified copies of all policies of CONTRACTOR and sub-contractors, at any time.
8 CONTRACTOR shall make available to City's Risk Manager or designee all books,
9 records and other information relating to this insurance, during normal business
10 hours.

11 G. Any modification or waiver of these insurance requirements
12 shall only be made with the approval of City's Risk Manager or designee. Not more
13 frequently than once a year, City's Risk Manager or designee may require that
14 CONTRACTOR and sub-contractor change the amount, scope or types of
15 coverages required in this Section if, in his or her sole opinion, the amount, scope
16 or types of coverages are not adequate.

17 H. The procuring or existence of insurance shall not be construed
18 or deemed as a limitation on liability relating to CONTRACTOR's performance or as
19 full performance of or compliance with the indemnification provisions of this
20 Agreement.

21 16. INDEMNITY.

22 A. CONTRACTOR shall indemnify, protect and hold harmless
23 City, its Boards, Commissions, and their officials, employees and agents
24 ("Indemnified Parties"), from and against any and all liability, claims, demands,
25 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,
26 penalties, costs and expenses, arising or alleged to have arisen, in whole or in part,
27 out of or in connection with (1) CONTRACTOR'S breach or failure to comply with
28 any of its obligations contained in this Agreement, including any obligations arising

1 from the Program's compliance with or failure to comply with applicable laws,
2 including all applicable federal and state labor requirements including, without
3 limitation, the requirements of California Labor Code section 1770 et seq. or (2)
4 negligent or willful acts, errors, omissions or misrepresentations committed by
5 CONTRACTOR, its officers, employees, agents, sub-CONTRACTORS, or anyone
6 under CONTRACTOR'S control, in the performance of work or services under this
7 Agreement (collectively "Claims" or individually "Claim").

8 B. In addition to CONTRACTOR'S duty to indemnify,
9 CONTRACTOR shall have a separate and wholly independent duty to defend
10 Indemnified Parties at CONTRACTOR'S expense by legal counsel approved by
11 City, from and against all Claims, and shall continue this defense until the Claims
12 are resolved, whether by settlement, judgment or otherwise. No finding or judgment
13 of negligence, fault, breach, or the like on the part of CONTRACTOR shall be
14 required for the duty to defend to arise. City shall notify CONTRACTOR of any
15 Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist
16 CONTRACTOR, as may be reasonably requested, in the defense.

17 C. If a court of competent jurisdiction determines that a Claim was
18 caused by the sole negligence or willful misconduct of Indemnified Parties,
19 CONTRACTOR'S costs of defense and indemnity shall be (1) reimbursed in full if
20 the court determines sole negligence by the Indemnified Parties, or (2) reduced by
21 the percentage of willful misconduct attributed by the court to the Indemnified
22 Parties.

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 17. LAWS AND REGULATIONS. The CONTRACTOR shall be
26 responsible for being fully informed of all City, state and federal laws, ordinances, codes,
27 rules and regulations, which in any manner may affect this Agreement and the performance
28 thereof.

1 18. REMEDIES NOT EXCLUSIVE. The express provision herein of
2 certain measures that may be exercised by the City for its protection shall not be construed
3 to preclude the City from exercising any other or further legal or equitable right to protect
4 its interests.

5 19. JURISDICTION/VENUE. This Agreement shall be construed in
6 accordance with the laws of the State of California, and the venue for any legal actions
7 brought by any party with respect to this Agreement shall be the County of Los Angeles,
8 State of California for state actions and the Central District of California for any federal
9 actions. CONTRACTOR shall cause all work performed in connection with the Program to
10 be performed in compliance with (1) all applicable laws, ordinances, rules and regulations
11 of federal, state, county or municipal governments or agencies (including, without limitation,
12 all applicable federal and state labor standards, including the prevailing wage provisions of
13 sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and
14 regulations of any fire marshal, health officer, building inspector, or other officer of every
15 governmental agency now having or hereafter acquiring jurisdiction.

16 20. ASSIGNMENT. The CONTRACTOR may not assign rights or duties
17 under an award, or subcontract delivery of services, without the prior written consent of the
18 City. Such consent shall not relieve the CONTRACTOR of liability in the event of default
19 by its assignee.

20 21. CONSTRUCTION OF AGREEMENT. The masculine shall be
21 deemed to embrace and include the feminine and the singular shall be deemed to embrace
22 and include the plural whenever required in the context of this Agreement.

23 22. NOTICES. Any notices to be given under this Agreement shall be
24 given in writing. Such notices may be served by personal delivery, facsimile transmission
25 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall
26 be effective two (2) calendar days after the date of mailing of the same, and when served
27 by facsimile transmission or personal delivery shall be effective upon receipt. For the
28 purposes hereof, the address of City, and the proper person to receive any such notices

1 on its behalf, is: Aaliyah Hayes, 2525 Grand Ave, RM 235| Long Beach, CA 90815,
2 Aaliyah.Hayes@longbeach.gov; and the address of CONTRACTOR as indicated above.

3 22. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no
4 representations as to the tax consequences associated with the disbursement of funds
5 related to this Agreement, and any determination related to this issue is the sole
6 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its
7 own tax advisors or tax attorneys regarding this transaction or having had an opportunity
8 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot
9 provide advice regarding the tax consequences or implications of the funds disbursed to
10 CONTRACTOR under the terms of this Agreement.

11 23. OWNERSHIP OF DATA. All materials, information and data
12 prepared, developed, assembled or recorded by CONTRACTOR or furnished to
13 CONTRACTOR in connection with this Agreement, including but not limited to documents,
14 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source
15 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
16 information, material, memorandum, binary files (e.g. user-submitted attachments), all
17 tabular data, data gathered/generated during the course of CONTRACTOR providing end-
18 user support, helpline phone recordings, and grant applicant/beneficiary information
19 ("Data") shall be the exclusive property of City. Data shall be given to City, in a format
20 identified by City, and City shall have the unrestricted right to use and disclose the Data in
21 any manner and for any purpose without payment of further compensation to
22 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR
23 warrants that Data shall not be made available to any person or entity for use without the
24 prior approval of City. This warranty shall survive termination of this Agreement.

25 24. DATA ACCESS. City strongly prefers programmatic access to
26 software systems via a well-documented Application Programming Interface (API) using
27 modern frameworks. Other preferred means of data access include direct connections with
28 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or

1 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)
2 calendar days of a request by City, CONTRACTOR shall make available to the City all
3 Data contained within any system(s) covered as part of this Agreement in a non-
4 proprietary, machine-readable format.

5 25. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential
6 and shall not disclose the Data or use the Data directly or indirectly, other than in the course
7 of performing its services, during the term of this Agreement or following expiration or
8 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all
9 information, whether written, oral or visual, obtained by any means whatsoever in the
10 course of performing its services for the same period of time. CONTRACTOR shall not
11 disclose any or all of the Data to any third party, or use it for CONTRACTOR'S own benefit
12 or the benefit of others except for the purpose of this Agreement.

13 26. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable
14 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates
15 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly
16 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has
17 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or
18 (d) must be disclosed pursuant to subpoena or court order.

19 27. COPYRIGHTS AND PATENT RIGHTS.

20 A. CONTRACTOR shall place the following copyright protection on all
21 Data: © City of Long Beach, California ____, inserting the appropriate year.

22 B. City reserves the exclusive right to seek and obtain a patent or
23 copyright registration on any Data or other result arising from CONTRACTOR'S
24 performance of this Agreement. By executing this Agreement, CONTRACTOR assigns
25 any ownership interest CONTRACTOR may have in the Data to City.

26 C. CONTRACTOR warrants that the Data does not violate or infringe any
27 patent, copyright, trade secret or other proprietary right of any other party. CONTRACTOR
28 agrees to and shall protect, defend, indemnify and hold City, its officials and employees

1 harmless from any and all claims, demands, damages, loss, liability, causes of action, costs
2 or expenses (including reasonable attorney's fees) whether or not reduced to judgment,
3 arising from any breach or alleged breach of this warranty.

4 28. COUNTERPART AND ELECTRONIC SIGNATURES. This
5 Agreement may be executed in one or more counterparts, each of which shall constitute
6 an original and all of which when taken together shall constitute one Agreement. The
7 reference to "electronic signatures" in this Agreement shall include images of manually
8 executed signatures transmitted by facsimile or other electronic format (including, without
9 limitation, "pdf", "tif" or "jpg") and other electronic signatures (a.k.a. "eSignatures") or digital
10 signatures (including, without limitation, DocuSign and Adobe Sign). The use of electronic
11 signatures herein, or in any amendments to this Agreement, and any electronic records
12 related to this Agreement (including, without limitation, any contract or other record created,
13 generated, sent, communicated, received, or stored by electronic means), shall be of the
14 same legal effect, validity and enforceability as a manually executed signature or use of a
15 paper-based record-keeping system to the fullest extent permitted by applicable law.

16 29. SIGNATURE AUTHORITY. By signing this Agreement, each
17 individual executing this Agreement on behalf of the CONTRACTOR represents and
18 warrants that such individual has been duly authorized by any necessary action of the
19 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the
20 CONTRACTOR to the terms of this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

INTERVAL HOUSE, a California nonprofit corporation

December 6, 2022

By *Carol Williams*
Name Carol Williams
Title Executive Director

_____, 2022

By _____
Name _____
Title _____

"CONTRACTOR"

CITY OF LONG BEACH, a municipal corporation

December 9, 2022

By *Linda J. Takum*
City Manager

"City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on December 7, 2022.

CHARLES PARKIN, City Attorney

By *Marsha M. Yasuda*
Marsha Yasuda, Deputy

EXHIBIT A
Scope of Work

Project Activity	Health Equity Community Projects: COVID-19 Education and Vaccination Outreach
Contractor	Interval House (Hereinafter referred to as “Contractor”)

I. Project Summary

The City of Long Beach (City), Department of Health and Human Services (Health Department), is partnering with community organizations to implement Health Equity Community Projects aimed at addressing the systemic racism and pre-existing conditions that created the inequitable differences in COVID-19 hospitalizations, as well as to address the impact of the COVID-19 pandemic in the most at-risk, historically underserved, and under-resourced communities. Funding will be provided for the implementation of key activities for the communities most impacted by COVID-19.

II. Goals

Goals of this Program include the following:

- Reduce COVID-19 health disparities, ensuring no further exacerbation in unequal experience related to COVID-19 hospitalizations.
- Engage communities disproportionately impacted by COVID-19 and invest in improving the social determinants of health and mitigating historical inequities.
- Connect communities disproportionately impacted by COVID-19 to fundamental services and resources that will support their recovery and build resilience for the future.

III. Scope of Work

SERVICE	IMPLEMENTATION and MEASUREMENT	TIMELINE
Develop, review, update, and finalize COVID-19 outreach and educational materials	Interval House will develop, review, update, and finalize COVID-19 outreach and educational materials that center cultural responsiveness for communities of color and immigrant communities in Long Beach. Submit Tools and Documentation: <ul style="list-style-type: none"> • Copies of educational materials 	1/1/23 – 3/31/23 Quarter 1 milestone: Finalize work descriptions for consultants, onboard consultants, and finalize educational materials.

<p>COVID-19 Outreach and Education</p>	<p>1) 900 individuals will receive accurate up-to-date information on COVID-19 through outreach activities with community members (e.g., hosting community workshops and Q&A sessions, assistance with scheduling vaccine/testing appointments, etc.) to disseminate COVID-19 educational materials and promote vaccination/testing for unvaccinated residents and those with increased exposure.</p> <p>2) 360 individuals will receive support with scheduling appointments to complete COVID-19 vaccinations</p> <p>3) Provide systems navigation for COVID-19 related supports, 900 individuals will increase their awareness on the Long Beach Resource Line and other COVID-19 related healthcare, mental health, basic needs, mainstream benefits, temporary shelter, permanent housing, and other support services.</p> <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Attendance/service log (date/time and attendee) • Pre and post surveys and/or tests from attendees • Event pictures 	<p>1/1/23-12/31/23</p> <p>Quarters 2-4 milestone: reach 150-300 individuals <u>each quarter</u> through COVID-19 education and vaccination outreach.</p>
<p>Participate in the quarterly convenings with the Multicultural Health Council</p>	<p>Will participate in the Health Department's Multicultural Health Council on a quarterly basis. Participation will support Chronic Disease Prevention activities, informing culturally-competent service delivery and improving health outcomes in the community.</p> <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Track the number of meetings attended • Record information about best practices, challenges, successes, and new methods of providing culturally- and linguistically-competent services • Collect materials for distribution to the community to improve health education and outreach efforts 	<p>1/1/23-12/31/23</p> <p>Quarters 1-4 milestones: <u>each quarter</u>, record 3-5 best practices, challenges, successes, and/or new methods of providing culturally- and linguistically-competent services learned from the quarterly convenings.</p> <p>Quarter 4 milestone: strengthen partnerships with at</p>

	<ul style="list-style-type: none"> Track the number of partnerships strengthened and/or created through the Council. 	least two other organizations.
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IV. Performance Metrics

Several metrics will track the allocation of funds, the degree to which the services were implemented as planned, and program participation. Contractor will communicate any discrepancies in subrecipient reporting to the City representative for immediate follow-up and prompt resolution. Contractor will work with community members to determine service reach, frequency, and impact. Contractor will provide a cumulative report to the City representative to share the fund’s impact on the community in Long Beach. Contractor will work with the City representative to analyze process variables for data collection which will include:

Direct Service Metrics	Description
Number of people served	Report the number of people served. These should be unduplicated counts where possible. Include number of people served, location of residence or event, and demographic information such as age, race/ethnicity, gender, sexual orientation.
Type of resource/referral/education	Report the types of resources, referrals or education provided to the community served.
Qualitative Report: Completed by Organization using Quarterly Report template provided by the City.	Complete narrative responses using the reporting template provided by the City. Provide supplemental pictures or materials produced for the program via email to City representative with report and invoice.

V. Deliverables, Invoices and Payment Schedule

City will issue payments according to the payment schedule below. Following the initial advance payment, the following payments will be made contingent upon progress toward milestones, completion of reporting, and participation in required contract management meetings to be held at the discretion of the City’s Program Manager.

Deliverables	Invoices Due	Payout
Recruitment and training of staff	25% Advance	\$33,750

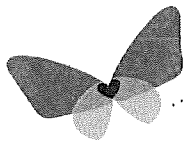
Quarter 1 Report and Invoice for services provided during January 1, 2023 – March 31, 2023	April 17, 2023	\$25,312.50
Quarter 2 Report and Invoice for services provided during April 1, 2023 – June 30, 2023	July 17, 2023	\$25,312.50
Quarter 3 Report and Invoice for services provided during July 1, 2023 – September 30, 2023	October 17, 2023	\$25,312.50
Quarter 4 Final Report and Invoice for services provided during October 1, 2023 – December 31, 2023	January 17, 2023	\$25,312.50

Applicant: Interval House**Budget Contact Name & Phone: Thyda Duong (562) 594-9492**

Please submit a separate cost proposal for each project (if more submitting more than one project)

Project Name: Interval House COVID-19 Education and Vaccination Outreach**Project Dates: 1/1/2023 - 12/31/2023**

COST NARRATIVE	Updated Budget as of 11.2.22
PERSONNEL EXPENSES - Hourly time for staff directly supporting this project. For any personnel cost, back up documentation will be required.	
Personnel Expenses include fringe benefits	
<i>Example – Personnel: 1.0 FTE Program Coordinator to support program development and implementation</i>	
.05 FTE Project Director - Maintains overall supervision of program; ensures progress toward all project goals and objectives; and leads strategic partnerships to increase culturally appropriate outreach and engagement. Will serve as liaison and point of contact for City of Long Beach and key community stakeholders.	\$ 6,750
1.15 FTE Community Educators (3 positions; bilingual) - Conduct COVID-19 education and vaccination outreach, including multilingual workshops/outreach events, appointment scheduling, and systems navigation using culturally affirming strategies.	\$ 80,131
Staff Benefits (Total salaries x 21%)	\$ 18,246
Total Personnel	\$ 105,127
NON-PERSONNEL/OTHER EXPENSES	
<i>Example - Mileage: 50 miles per month x 12 months x \$0.585 per mile = \$351</i>	
Client Incentives - Gift cards to community members for participation in health education workshops and/or scheduling a COVID-19 vaccination (\$50/client x 900 clients)	
Design Consultant (\$75/hour x 80 hours) - Develop culturally appropriate outreach and education tools to enhance outreach to the targeted communities.	\$ 6,000
Printing of Program Materials - costs for printing program outreach and education materials.	\$ 2,000
Community Engagement Advisor (\$80/hour x 120 hours)	\$ 9,600
Provide updated training and guidance on community mobilization, culturally affirming outreach and engagement strategies, and updated resources to ensure strong outreach, advocacy and coordinated response to best reach our targeted communities.	
Total Non-Personnel/Other Expenses	\$ 17,600
SUBTOTAL EXPENSES (excluding Indirect/Overhead)	\$ 122,727
INDIRECT/OVERHEAD EXPENSE (10% of Expenses)	\$ 12,273.00
TOTAL EXPENSES (Personnel + Non-Personnel/Other + Indirect Costs)	\$ 135,000



...on the strength of beautiful new wings we will soar!

INTERVAL HOUSE
Crisis Shelters & Centers for Victims of Domestic Violence

INTERVAL HOUSE
RESOLUTION OF THE GOVERNING BOARD

WHEREAS:

Interval House, a non-profit corporation, is eligible and to apply for grants or funding from federal, state, county, city or private entities during the 2022-2023 fiscal year;

RESOLVED THAT:

1. The Board of Directors of Interval House hereby authorizes Carol Anne Williams, Executive Director, to apply for any grants or funding applications in accordance with the program statute, regulations and all requirements.
2. If the grant or funding application is approved, the Board of Directors authorizes Carol Anne Williams, Executive Director, to sign contracts and amendments, modifications, and extensions with the funding agency on behalf of Interval House's Board of Directors.
3. If the grant or funding application is approved, the Board of Directors of Interval House hereby authorizes the use of funds for eligible activities in the manner presented in the application as approved and in accordance with the program statute and the contracts.

PASSED AND ADOPTED at a regular Board of Directors meeting of Interval House this twenty-second (22nd) day of June 2022 by the following vote:

AYES: 13

ABSTENTIONS: 0

NOES: 0

ABSENT: 2

Donna Melody
Donna Melody, President of the Board

6/22/2022
Date